

**WITT ET AL., APPELLANTS, v. OHIO INSURANCE GUARANTY ASSOCIATION,
APPELLEE.**

[Cite as *Witt v. Ohio Ins. Guar. Assn.*, 103 Ohio St.3d 557, 2004-Ohio-5846.]

*Insurance — Liability — Physicians — Court of appeals’ judgment reversed and
cause remanded for disposition in accordance with Katz v. Ohio Ins.
Guar. Assn.*

(Nos. 2003-0363 and 2003-0457 — Submitted October 13, 2004 — Decided
November 17, 2004.)

APPEAL from and CERTIFIED by the Court of Appeals for Cuyahoga County, No.
80509, 2003-Ohio-278.

{¶1} The judgment of the court of appeals is reversed and the cause is
remanded for disposition in accordance with *Katz v. Ohio Ins. Guar. Assn.*, 103
Ohio St.3d 4, 2004-Ohio-4109, 812 N.E.2d 1266.

MOYER, C.J., RESNICK, F.E. SWEENEY, PFEIFER and O’CONNOR, J.J.,
concur.

LUNDBERG STRATTON, J., dissents.

O’DONNELL, J., not participating.

LUNDBERG STRATTON, J., dissenting.

{¶2} Because I agree with the analysis of the court of appeals that only
one covered claim exists for purposes of Ohio Insurance Guaranty Association’s
(“OIGA”) exposure, I respectfully dissent. In *Katz v. Ohio Ins. Guar. Assn.*, 103
Ohio St.3d 4, 2004-Ohio-4109, 812 N.E.2d 1266, I dissented from that part of the
majority’s judgment that obligated OIGA to pay more than the statutory
maximum limit of \$300,000 for one medical malpractice action. For the same

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reasons here, I do not agree that OIGA should be obligated for more than one covered claim in this matter.

Berns, Ockner & Greenberger, L.L.C., Sheldon I. Berns and Paul M. Greenberger, for appellants.

Vorys, Sater, Seymour & Pease, L.L.P., F. James Foley and Lisa Babish Forbes, for appellee.
